Weil, Gotshal & Manges LLP

New York, NY 10153-0119

se: 19-30088 Doc# 3398-2 Filed: 08/06/19 Entered: 08/06/19 18:24:55 Page 1

PG&E Corporation ("PG&E Corp") and Pacific Gas and Electric Company (the "Utility", and together the "Debtors") as debtors and debtors in possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), and the lessor (the "Lessor") of the real property listed in Exhibit A, hereby submit this stipulation (the "Stipulation") consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "Bankruptcy Code"), and represent and agree as follows:

#### RECITALS

- A. On January 29, 2019 (the "Petition Date"), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court").
- B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.
- C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).
- D. The Lessor agrees to provide the Debtors with such consent.

  NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:
- 1. The Lessors consent to, and this Stipulation hereby constitutes "prior written consent of the lessor," as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the "Extension") to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the "Leases"), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the "Extended Deadline").

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- Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and
- No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy
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- 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

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WEIL, GOTSHAL & MANGES LLP

EXECUTION PAGE

Attorneys for Debtors

and Debtors in Possession

CENTRAL VALLEY ASSOCIATES, a California limited partnership

By: SL Holdings, a California limited partnership its General Pantner

> Scot/t/Bell. Trustee of the R. Scott Bell Trust, dated

November 5, 1999, General Partner

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### **EXHIBIT A**

Name of Lessor: CENTRAL VALLEY ASSOCIATES

Property Address: 2225 Plaza Parkway, Suites P-5, 6 & 7 Modesto, CA 95350

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Weil, Gotshal & Manges LLP

New York, NY 10153-0119

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- 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.
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	1		EXECUTION PAGE
	2	Dated: June 24, 2019	WEIL, GOTSHAL & MANGES LLP KELLER & BENVENUTTI LLP
	3		
	4		By:/s/Jane Kim
	5		Jane Kim
	6		Attorneys for Debtors and Debtors in Possession
	7		
	8	Dated: <u>July</u> / <u>1</u> / 2019	LESSOR
	9		
	10		By: Chur J. Carrego
	11		Capacity: Attorneys for Lessor / Lessor / Authorized Officer of Lessor
	12		Signatory Name:
LLP	13		Chris J. Cornigad
anges enue 1153-0	14		Signatory Address:
Fr Av	15		
Weil, Gotshal & Manges LLP 767 Fifth Avenue New York, NY 10153-0119	16		Corrigan properties  P.O. Box 493281  Redding, CA. 96049
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### **EXHIBIT A**

Name of Lessor: Christopher J. Corrigan, Trustee, under Trust Agreement

dated March 9, 1995, known as the "Christopher J. Corrigan

Family Trust"

Address: 3085 Crossroads Drive

Redding, CA 96003

WEIL, GOTSHAL & MANGES LLP Stephen Karotkin (pro hac vice) (stephen.karotkin@weil.com)

Ray C. Schrok, P.C. (pro hac vice)

(ray.schrok@weil.com)

Jessica Liou (pro hac vice)

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### UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA SAN FRANCISCO DIVISION

17	III IC.
20	PG&E CORPORATION,
21	- and -
22	PACIFIC GAS AND ELECTRIC
23	COMPANY,  Debtors.
24	Deptors.
25	☐ Affects PG&E Corporation ☐ Affects Pacific Gas and Electric Company ☑ Affects both Debtors
26	
27	* All papers shall be filed in the Lead Case, No. 19-30088 (DM).

**Bankruptcy Case** 

No. 19 -30088 (DM)

Chapter 11

(Lead Case)

(Jointly Administered)

STIPULATION CONSENTING TO EXTENSION OF DEADLINE TO ASSUME OR REJECT CERTAIN NONRESIDENTIAL REAL PROPERTY LEASES PURSUANT TO 11 U.S.C. § 365(d)(4)

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Weil, Gotshal & Manges LLP

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	1		EXECUTION PAGE
	2	Dated: July 9, 2019	WEIL, GOTSHAL & MANGES LLP KELLER & BENVENUTTI LLP
	3		
	4		By:/s/ Jane Kim
	5		Jane Kim
	6		Attorneys for Debtors and Debtors in Possession
	7		
	8	Dated:// 2019	LESSOR
	9		100
	10		By: Mary & Belg
	11		Capacity: Attorneys for Lesson/Lesson/
	12		Signatory Name:
119	13		Gany B. Bell
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### EXHIBIT A

Name of Lessor: CITY OF AUBURN

Property Address: 12789 Earhart

Auburn, CA

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1	WEIL, GOTSHAL & MANGES LLP Stephen Karotkin (pro hac vice)
2	(stephen.karotkin@weil.com) Ray C. Schrok, P.C. (pro hac vice)
3	(ray.schrok@weil.com)
4	Jessica Liou (pro hac vice) (jessica.liou@weil.com)
5	Matthew Goren (pro hac vice) (matthew.goren@weil.com)  767 Fifth Avenue
6	New York, NY 10153-0119 Tel: 212 310 8000
7	Fax: 212 310 8007
8	KELLER & BENVENUTTI LLP
9	Tobias S. Keller (#151445) (tkeller@kellerbenvenutti.com)
10	Jane Kim (#298192) (jkim@kellerbenvenutti.com)
11	650 California Street, Suite 1900 San Francisco, CA 94108
12	Tel: 415 496 6723 Fax: 650 636 9251
13	Attorneys for Debtors
14	and Debtors in Possession
15	UNITED ST
16	NODTUED

### STATES BANKRUPTCY COURT RTHERN DISTRICT OF CALIFORNIA SAN FRANCISCO DIVISION

10		
19	In re:	Bankruptcy Case
20	PG&E CORPORATION,	No. 19 -30088 (DM)
21	- and -	Chapter 11
22	PACIFIC GAS AND ELECTRIC	(Lead Case)
23	COMPANY,	(Jointly Administered)
24	Debtors.	STIPULATION CONSENTING TO
25	☐ Affects PG&E Corporation ☐ Affects Pacific Gas and Electric Company	ASSUME OR REJECT CERTAIN
26	☑ Affects both Debtors	NONRESIDENTIAL REAL PROPERTY LEASES PURSUANT
27	* All papers shall be filed in the Lead Case, No. 19-30088 (DM).	TO 11 U.S.C. § 365(d)(4)
		- P

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Dated: July 9, 2019

Dated: \_\_\_\_/\_\_/2019

WEIL, GOTSHAL & MANGES LLP KELLER & BENVENUTTI LLP
By: /s/ Jane Kim
Jane Kim
Attorneys for Debtors and Debtors in Possession
LESSOR
Bu Non B. Bell

Signatory Address:

Signatory Name:

1225 Lincoln Way Auburn, CA 95603

Capacity: Attorneys for Lesson/ Lesson Authorized Officer of Lesson

Case: 19-30088 Doc# 3398-2 Filed: 08/06/19 Entered: 08/06/19 18:24:55 Page 19

### EXHIBIT A

Name of Lessor: CITY OF AUBURN

Property Address: 12840 Bill Clark

Auburn, CA

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Weil, Gotshal & Manges LLP

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Ca**s**e: 19-30088 Doc# 3398-2 Filed: 08/06/19 Entered: 08/06/19 18:24:55 Page 21

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	1		EXECUTION PAGE
	2	Dated: July 9, 2019	WEIL, GOTSHAL & MANGES LLP KELLER & BENVENUTTI LLP
	3	8	ALLESS CONTROL OF THE SECOND CONTROL OF THE
	4		By: /s/ Jane Kim
	5		Jane Kim Attorneys for Debtors
	6		and Debtors in Possession
	7		
	8	Dated:// 2019	LESSOR
	9		9 7 7.00
	10		By: / B Bull Capacity: Attorneys for Lesson / Lesson /
	11		Authorized Officer of Lessor Signatory Name:
<u>.</u> .	12		Gon B Bul
ges L ue 33-011	13 14		
Aveni	15		Signatory Address:
shal &	16		Auburn, CA 95603
Weil, Gotshal & Manges LL 767 Fifth Avenue New York, NY 10153-0119	17		Auburn, CA 95603
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### **EXHIBIT A**

Name of Lessor: CITY OF AUBURN

Property Address: 2301 Lindbergh Auburn, CA

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WEIL, GOTSHAL & MANGES LLP

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PG&E Corporation ("PG&E Corp") and Pacific Gas and Electric Company (the "Utility", and together the "Debtors") as debtors and debtors in possession in the above-captioned chapter 11 cases (the "Chapter 11 Cases"), and the lessor (the "Lessor") of the real property listed in Exhibit A, hereby submit this stipulation (the "Stipulation") consenting to a further extension of time for the Debtors to assume or reject unexpired leases of nonresidential real property pursuant to section 365(d)(4)(B)(ii) of title 11 of the United States Code (the "Bankruptcy Code"), and represent and agree as follows:

### RECITALS

- A. On January 29, 2019 (the "Petition Date"), the Debtors commenced the Chapter 11 Cases in the United States Bankruptcy Court for the Northern District of California (the "Bankruptcy Court").
- B. By Order dated May 23, 2019 [Docket No. 2227], the Bankruptcy Court extended the time for the Debtors to assume or reject nonresidential real property leases to August 27, 2019 pursuant to section 365(d)(4)(B)(i) of the Bankruptcy Code.
- C. The Debtors propose to seek a further extension of time for the Debtors to reject or assume nonresidential real property leases from the Bankruptcy Court. Such an order requires the written consent of the Lessor pursuant to 11 U.S.C. § 365(d)(4)(B)(ii).
- D. The Lessor agrees to provide the Debtors with such consent.

  NOW, THEREFORE, UPON THE FOREGOING RECITALS, IT IS HEREBY STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THAT THE COURT ORDER THAT:
- 1. The Lessors consent to, and this Stipulation hereby constitutes "prior written consent of the lessor," as required by section 365(d)(4)(B)(ii) of the Bankruptcy Code, for an extension or extensions (the "Extension") to the time within which a Debtor must assume any nonresidential real property lease to which it and the Lessor are a party to (the "Leases"), until the earlier of (i) the expiration of the term of each of the Leases, or (ii) the effective date of a reorganization plan for the Debtors in these Chapter 11 Cases (the "Extended Deadline").

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- 2. Pursuant to section 365(d)(4) of the Bankruptcy Code, the time period within which the Debtors must assume or reject the Leases is extended from August 27, 2019 through and including the Extended Deadline.
- 3. No further consent of Lessor shall be required for the sole purpose of granting the Extension, and the consent granted pursuant to this Stipulation is without prejudice to the Debtors' right to seek further extensions as provided in section 365(d)(4) of the Bankruptcy Code, including beyond the Extended Deadline.
- 4. Nothing contained in this Stipulation or any actions taken by the Debtors pursuant to relief consented to herein is intended or should be construed as: (a) an admission as to the validity or amount of any particular claim against the Debtors; (b) a waiver of the Debtors' rights to dispute any particular claim on any grounds; (c) a promise or requirement to pay any particular claim; (d) an admission by the Debtors that any contract or lease, including the Leases, are executory or unexpired, as applicable; (e) a waiver or limitation of the Debtors' rights under the Bankruptcy Code or any other applicable law, including the Debtors' right to assume, reject, and/or seek any other related relief with respect to any contract or lease; or (f) an alteration, amendment, or other modification of the terms of the Leases.
- 5. This Stipulation may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 6. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to and in accordance with this Stipulation.
- 7. The terms and conditions of this Stipulation shall be immediately effective and enforceable upon its entry.
- 8. The Bankruptcy Court retains sole and exclusive jurisdiction to enforce the provisions of this Stipulation.

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### **EXHIBIT A**

Name of Lessor: CITY OF AUBURN

Property Address: Wilbur/Earhart Auburn, CA

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Dated: \_07 / 12/2019

### **EXECUTION PAGE**

Dated: July 9, 2019 WEIL, GOTSHAL & MANGES LLP KELLER & BENVENUTTI LLP

> By: /s/ Jane Kim Jane Kim Attorneys for Debtors and Debtors in Possession

**LESSOR** 

Capacity. Attorneys for Lessor / Lessor /

Authorized Officer of Lessor Signatory Name:

J. RISNER

Signatory Address:

555 SANTA CLARA ST VALLESO, CA 94590

### **EXHIBIT A**

Name of Lessor: CITY OF VALLEJO

Property Address: 1 Florida Street Vallejo, CA 94590

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	1
1	WEIL, GOTSHAL & MANGES LLI
	Stephen Karotkin (pro hac vice)
2	(stephen.karotkin@weil.com)
	Ray C. Schrok, P.C. (pro hac vice)
3	(ray.schrok@weil.com)
	Jessica Liou (pro hac vice)
4	(jessica.liou@weil.com)
	Matthew Goren (pro hac vice)
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-	767 Fifth Avenue
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7	Fax: 212 310 8007
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-	Jane Kim (#298192)
10	(jkim@kellerbenvenutti.com)
10	650 California Street, Suite 1900
11	San Francisco, CA 94108
11	Tel: 415 496 6723
12	Fax: 650 636 9251
14	1 ax. 030 030 9231
13	Attorneys for Debtors
	and Debtors in Possession
14	
15	UNITED S
	STITLED

## UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF CALIFORNIA SAN FRANCISCO DIVISION

18		
19	In re:	Bankruptcy Case
20	PG&E CORPORATION,	No. 19 -30088 (DM)
21	- and -	Chapter 11
22	PACIFIC GAS AND ELECTRIC COMPANY,	(Lead Case)
23	Debtors.	(Jointly Administered)
24		STIPULATION CONSENTING TO
25	☐ Affects PG&E Corporation ☐ Affects Pacific Gas and Electric Company	EXTENSION OF DEADLINE TO
-	Affects both Debtors	ASSUME OR REJECT CERTAIN NONRESIDENTIAL REAL
26		PROPERTY LEASES PURSUANT
27	* All papers shall be filed in the Lead Case, No. 19-30088 (DM).	TO 11 U.S.C. § 365(d)(4)

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1		EXECUTION PAGE
2	Dated: July 9, 2019	WEIL, GOTSHAL & MANGES LLP
3		KELLER & BENVENUTTI LLP
4		
5		By: <u>/s/ Jane Kim</u> Jane Kim
6		Attorneys for Debtors and Debtors in Possession
7		and Debters in Possession
8	Dated: 8 /5/2019	LESSOR
9		Au Ma
10		By: Mall Magre
11		Capacity: Attorneys for Lessor / Lessor / Authorized Officer of Lessor
12		Signatory Name:
13		Molly L. MacLean
14		Molly L. MacLean ASSI- City Alty Signatory Address:
15		100 Santa Rosa Av
16		Santa Rosa, CA 95
17		- SOLVITOR 16050, 011 95

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### EXHIBIT A

Name of Lessor: CITY OF SANTA ROSA

Property Address: 111 Stony Circle Santa Rosa, CA

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